Agreement made July 3Ist,I889,by and between the Rio Grande Western Railway Company ,a corporation of Colorado and Utah as first party,and John W.King,of Alta City,Utah,as second party,

Witnesseth:

The first party has this day ceased for the season to operate the tramway running between Wasatch and Alta City,Utah,and hereby grants to the second party,free of rental,all right to keep the tramway open and to operate the same,at his own sole cost and expense,from and including August Ist,I889,to and including december 3Ist,I889,on the following terms and conditions:

The second party shall and agrees to keep the tramway and its equipment in good order,repair and condition,at his own expense,and at the termination hereof to surrender and deliver the same to the first party in good repair and condition. He shall pay and sustain all the costs,loss,damage and liability incurred in operating said tramway,whether arising from operation,loss of or injury to baggage,freight or express matter,injury to passengers or otherwise,and he indemnifies and agrees and undertakes to save said first party harmless from any and all such loss,expense, damage,liability and all causes of action and claims whatever, however arising from or out of or connected with the operation of said tramway by him. None of the rights or privileges granted hereby are assignable or transferrable or subject to lease,but all are personal to the second party. Breach of any term or condition hereof forfeits the contract and all rights and privileges gained hereby,by the second party,at the option of the first party, on two days notice to the second party.

If, during the continuance hereof, any large shipment of coal, machinery or merchandise, should be made to Wasatch for consignment to Alta over said tramway, then, and thereupon, this contract shall cease and terminate absolutely, and the first party shall have all benefits and rights arising from any such shipment.

Witness our hands, August 31st, 1889.

Rio Grande Western Ry. Co.

By W. H. Bancroft,

General Superintendent.

John W. King.